

PROFESSIONAL SERVICES CONTRACT For INTERPRETATIVE SERVICES - TELEPHONIC

This Contract entered into by and between the State of Indiana, Department of Administration on behalf of All State Agencies (ASA) (the "State") and Language Line Services (the "Contractor"), is executed pursuant to the terms and conditions set forth herein.

WHEREAS, the State desires to contract with Contractor for telephonic interpretation services pursuant to RFP 9-82

WHEREAS, Contractor shall extend terms of this contract to political subdivisions as part of the Professional Services Contract for telephonic interpretation services and

WHEREAS, the Contractor has the necessary knowledge and expertise to provide such services.

NOW, THEREFORE, the parties agree as follows:

The following definitions are agreeable:

Automatic Number Identification (ANI), is the billing telephone number of a calling party.

Customized collateral are the written materials used by the State to communicate to the Limited English Proficient (LEP) individual that an interpreter is being acquired.

1. Duties of Contractor

Contractor shall provide the services set forth below, attached hereto and incorporated herein (the "Services").

- A. The interpreter shall accurately interpret the Limited English Proficient (LEP) individual's statements and relay the message in its entirety with the meaning preserved throughout the conversation. Information shall not be edited or deleted that may erroneously change the meaning of the Limited English Proficient (LEP) individual's statements.
- B. Contractor shall provide services for the following languages, Acholi, Afrikaans, Akan, Albanian, Amharic, Arabic, Arakenese, Armenian, Assyrian, Azerbaijani, Azeri, Bahasa, Bajuni, Bambara, Basque, Behdini, Belorussian, Bengali, Berber, Bosnian, Bravanese, Bulgarian, Burmese, Cantonese, Catalan, Chaldean, Chaochow, Chavacano, Cherokee, Chin, Chuukese, Cree, Croatian, Czech, Dakota, Danish, Dari, Dinka, Diula, Dutch, Estonian, Ewe, Farsi (Persian), Fijian Hindi, Finnish, Flemish, French, French Canadian, Fukienese, Fula, Fulani, Fuzhou, Ga, Gaddang, Gaelic, Georgian, German, Gorani, Greek, Gujarati, Haitian Creole, Haaka, Hakka-China, Hassaniyya, Hausa, Hebrew, Hindi, Hmong, Hokkien, Hunanese, Hungarian, Ibanag, Ibo, Icelandic, Igbo, Ilocano, Indonesian, Inuktitut, Italian, Jakartanese, Japanese, Javanese, Kanjobal, Karen, Karenni, Kashmiri, Kazakh, Khmer (Cambodian), Kinyarwanda, Kirghiz, Kirundi, Korean, Kosovan, Krio, Kurdish, Kurmanji, Laotian, Latvian, Lingala, Lithuanian, Luganda, Luo, Luxembourgish, Maay, Macedonian, Malagasy, Malay, Malayalam, Maltese, Mandarin, Mandingo, Mandinka, Marathi, Marshallese, Mien, Mina, Mirpuri, Mixteco, Moldavan, Mongolian, Montenegrin, Moroccan Arabic, Navajo, Neapolitan, Nepali, Nigerian Pidgin English, Norwegian, Nuer, Oromo, Pahari, Pampangan, Pangasinan, Pashto, Patois, Pidgin English, Polish, Portuguese, Portuguese Creole, Pothwari, Pulaar, Punjabi, Quichua, Romani Vlach, Romanian, Russian, Samoan, Serbian, Shanghaiese, Sichuan, Sicilian, Sinhalese, Sindhi, Slovak, Slovenian, Somali, Soninke, Sorani, Spanish, Sudanese Arabic, Sudanese, Susu, Swahili, Swedish, Sylheti, Tagalog, Taiwanese, Tajik, Tamil, Telegu, Thai, Tibetan, Tigre, Tigrinya,

Toishanese, Tongan, Tshiluba, Turkish, Twi, Ukrainian, Urdu, Uyghur, Uzbek, Vietnamese, Visayan, Wenzhou, Wolof, Yiddish, Yoruba, Yupik.

C. In the event State of Indiana User does not know the language required for a requested interpretation, Contractor shall determine the language of the Limited English Proficient (LEP) individual through the following means:

- 1.) Contract's Call Agent shall question the LEP individual with basic questions to ascertain the individual's language, the individual's country of origin or other useful information to make a correct language determination. This may be as basic as asking "What *language* do you speak?" or "What *country* are you from?"
- 2.) In the event the Call Agent does not succeed, the call shall be escalated to the Contractor's Language Specialist, for more in-depth questioning to make a determination. The Language Specialist may escalate the call to an interpreter from the region of the world where the individual is thought to originate.
- 3.) Contractor shall provide the following tools at no cost to the State in either electronic format or hardcopy to be used while a telephonic Interpreter is being located. Initial quantities and electronic versions of these materials are available at no charge. Large quantities or customized collateral may be subject to charges, based upon the scale of modifications.
 - a). Language ID Card:
Translated into over ninety (90) languages on this popular card is the statement, "Point to your language. An Interpreter shall be called. The interpreter is provided at no expense to you." The languages are grouped by the geographical region of the world where the language is most common.
 - b). Interpretation Services Available Desktop Poster and Display:
These posters (18"x 24") or desktop displays (8.5" x 11") are well suited to public areas and also allow Limited English Proficient (LEP) visitors to self-identify their language simply by pointing to it. These are available in electronic format.
 - c). Quick Reference Guides (QRG):
The most common and helpful instructional aid to provide the State and Limited English Proficient (LEP) individuals their account information, dialing instructions and the information they need to access an interpreter. QRGs are available on 6 ½" x 4 ½" cards or in electronic format.
 - d). Wallet Card:
A business card -sized version of the QRG. Wallet Cards are available on 3 ½"w x 2"h cards or in electronic format.
 - e). "Hold Please" Training Kit"
This kit consists of six (6) phrases in 25 languages, designed to help the State identify the Limited English Proficient (LEP) person's language and inform them an interpreter is being called. The phrases are available in booklet form, as well as audio recordings on CD and cassette. The phrases include: "Hello," "Do you speak (name of language)" "Yes" and "Please hold for an interpreter." The training booklet is available in electronic format.
 - f). Online Tutorial:

User training can be arranged with the Language Line Services Dedicated Account Manager, in a number of formats, including live on-site training for large venues or groups of end-users, live web-based training via WebEx. Language Line Services has also developed a "train the trainer" presentation in PowerPoint format that is used for public safety agencies that have frequent and high volume training needs.

- g). Ordering and Reordering Process:
Reordering of materials can be done in the manner most convenient or manageable for the State—either by contacting the Account Manager directly, calling our Customer Service Team, or by ordering online at our website:
http://www.language.com/page/support_tools_form/

- D. Contractor shall provide telephonic interpretation in the following subject areas, not limited to:
- 1). Emergency Services/911
 - 2). Medical
 - 3). Court
 - 4). Insurance
 - 5). Financial Services
 - 6). General Customer Service for call center support
 - 7). Child Welfare
- E. Contractor shall provide a toll free telephone number for telephonic interpretation services to be rendered to the State.
- F. Contractor shall provide scheduled and unscheduled telephonic interpretation services for Limited English Proficient individuals twenty four (24) hours per day and seven (7) days per week for term of the contract.
- G. Contractor shall provide the following customer and technical support
- 1). Contractor shall assign a Dedicated Account Manager in charge of maintaining, updating, and growing sales for telephonic interpretation services.
 - 2). A toll-free technical support help desk manned by live representatives Monday through Friday 8 am – 6 pm Eastern Time zone.
- H. Contractor shall maintain services in the event of an emergency by following the Contractor's Emergency Business Continuity and Disaster Recovery Plan: Exhibit E.
- I. Contractor shall ensure that all employee and Independent Contract Interpreters provided for telephonic interpretation services shall be pre-qualified, tested, and trained for industry standard terminology, and qualified for the types of calls they will be assigned to interpret. The requirements are listed below:
- 1). **Minimum Requirements.** Contractor minimum requirements for employee and Independent Contract Interpreters include previous interpretation experience, a college degree, and/or experience in one or more Contractor-serviced industries.
 - 2). **Testing.** Employee and Independent Contract Interpreters must both pass the following assessment tests:

- a). Language Proficiency Test (LPT), is an oral test that assesses key areas such as comprehension, grammar, vocabulary, pronunciation and enunciation and overall presentation.
 - b). Interpreter Skills Assessment (ISA) is a criterion-referenced integrative test designed to specifically evaluate a candidate's interpretation skills
- 3). **Orientation.** Contractor shall require employee and Independent Contract Interpreters to complete initial job orientation:
- a). Employee interpreter will complete the two week new hire orientation process that includes interpreter training, role of the interpreter, professional ethics, job shadowing with senior interpreters, service observation and feedback, review of operations and procedures and question and answer periods.
 - b). Independent Contract Interpreters will complete an orientation training that focuses on Contractor processes, corporate quality standards, confidentiality, professional ethics.
- 4). **Training Materials.** Contractor shall provide employee and Independent Contract Interpreters training materials appropriate for their interpreter roles, including:
- a). Orientation Handbook- with materials including methods and procedures of call handling, interpreting skills, customer service skills, industry requirements and standards from the Contractor's varied customer base served, and administrative information.
 - b). Interpreter Code of Ethics. In addition to the code, specific instruction will be provided beyond the code's confidentiality section to provide understanding of the confidentiality aspects of HIPAA, Joint Commission on Accreditation of Healthcare Organizations and CLAS standards
 - c). Glossaries developed from industries served. Contractor will incorporate any additional glossary material approved and provided by the State.
 - d). Interpreter Online Forum. Interpreters use the forum to trade information specific to their jobs, to understand the many nuances of language and to update team members on trends, vocabulary and items of interest to interpreter teams.
- 5). **Non-Disclosure Agreements.** Contractor will require signed non-disclosure agreements from employee and Independent Contract Interpreters that will be kept on file with the Contractor.
- 6). **Continuing Education.** Contractor shall provide employee interpreters ongoing training. At the discretion of the Contractor, this training shall be made mandatory for the employee interpreter. Contractor shall provide Independent Contract Interpreters opportunities to participate in training programs.
- 7). **Future State Certification.** In the event the State adopts a certification for interpreters, Contractor shall work with the State to establish equivalency between the certification program the Contractor has in place and Indiana's Certification Program

- J. Contractor shall require Interpreters to provide their Interpreter Identification Number to the State at the beginning and the conclusion of the call.
- K. Additional Services:
- 1). Four Way Conference Call Solution- in the event the State finds it necessary to include an additional person to the call beyond the State, the Limited English Proficient (LEP) individual, and the interpreter, the Contractor shall make a fourth port available from the point the Interpreter joins the call at no additional cost to the State and for no minimum or maximum time allotment.
 - 2). Contractor shall provide, upon request by State, a phone receiver splitter, allowing two receivers to be plugged into one phone at no additional charge to State.
- L. Prior to services being scheduled and rendered, Contractor shall set up State accounts within the Contractor's system for State agencies requesting services. If necessary, set up coordination shall be memorialized in a program document between the Contractor and State agency. The program document shall be the result of a meeting to determine State agency business processes, reporting and invoicing requirements. Data elements shall be offered to the State including:
- 1). A Contractor issued unique State number to the State;
 - 2). A Contractor issued unique State ID numbers that may include categorization by location, agency, local office, department, cost center, project, and/or individual employee.
- M. Contractor shall provide service introduction and interpreter awareness training sessions to State in the format requested by the State agency.
- 1). Contractor shall provide the following training to the State:
 - a). Remote Training via AT& T Web Meeting Service:
Contractor can host live training sessions delivered online for up to twenty (20) trainees per session.
 - b). Train the Trainer Presentation (MS PowerPoint) available via computer and handouts.
 - c). On Site Training provides the State with on going training and telephone support aimed at improving the use of Interpreter services.
 - d). Method of scheduling a session when a fourth party is necessary on the call.
- N. Contractor shall track billable time through the Contractor's telecommunications platform, and only invoice for the time the telephonic interpreter service is provided per minute. The time required to establish the language service needed and/or connection time shall not be chargeable. Billing of the interpretation period starts when the interpreter answers and begins interpreting.
- O. Contractor shall extend the rates in Exhibit C for telephonic interpretive services.
- P. Contractor shall provide a monthly invoice to the State Agency requesting the service. The requesting State Agency may request a hard copy or Language Line e-Bill, electronic format, which is a four (4) tab, Excel spreadsheet with the following data:
- 1). Monthly invoice
 - 2). Breakdown of miscellaneous charges incurred

- 3). State ID number, Date and time of call, Language, Interpreter number, Department code, Reference number, Rate code, Duration of call (in minutes), Incoming Call number known as the Automatic Number Identification (ANI), defined as, the billing telephone number of a calling party, and Charges.
 - 4). Name of Language, Total minutes of interpretation, Total number of calls, Average call length, Percentage of monthly total volume, Average Interpreter connect time (in seconds) and Charges.
- Q. Contractor shall guarantee services or credit the State for the call upon the State notifying Contractor's customer service, the Contractor's Designated Account Manager for the State, or a member of the dedicated account team. State shall provide the Interpreter's identification number, the date/time of the call, the State ID number, and the language requested to the Contractor.
- R. In the event that Federal money becomes available to fund a portion of the services, the Contractor shall comply with any and all stipulations and reporting requirements.
- S. Contractor shall provide online tools to State with both standard and customized reports available of current and historical call data for the past 90 days available by overall State and by separate State agency.
- 1). Contractor shall provide specialized reports and tools to allow the State to view the data by various search criteria both in text and graphical representation.
 - 2). Contractor shall allow reports and data to be downloaded into Excel spreadsheets so the State may further customize the report.
 - 3). Contractor shall provide standardized reports monthly, formatted in Excel and emailed to the State at no fee to the State.
 - a). Language Summary-List of Languages used for the State for the month by minutes, number of calls, and average length of call for each language.
 - b). Call Detail-Lists call detail for a specific State agency for the month, the report does not include Automatic Number Identification (ANI)
 - c). Miscellaneous Charges Summary – List translation charges, testing charges, and any products or services that are not telephonic interpretation charges such as video interpretation equipment and customized collateral for State use.
 - d). Bill Summary – exact replica of paper bill.
 - e). Ad hoc report requests shall be addressed by the Dedicated Account Manager to help the State assess optimal ways to view the data.
- T. Contractor shall assure Quality Assurance by requiring Contractor Senior Language Specialists (SLS) to connect to the calls of the employed and free lance interpreters a through process transparent to the interpreters. The SLS shall provide timely feedback to the interpreters and to the Quality Assurance Manager for review and integration into training.
- U. Contractor understands and agrees that the State reserves the right to decline services from any interpreter that the State considers to provide inadequate interpretations.
- V. The Contractor shall report on a quarterly basis to the State the following Performance Metrics.
- 1). Services shall begin within a maximum of thirty (30) seconds of the Contractor identifying the language for 90% of calls requiring Spanish interpreters.
 - 2). Services shall begin within a maximum of sixty (60) seconds of the Contractor identifying the language for 90% of calls requiring languages other than Spanish interpreters.

- 3) Contractor shall establish online survey or mutually agreed upon with the State survey tool and process to establish reasonable and agreed upon standards. Survey or other tool shall be sent to State agency by Contractor. Results shall be presented to the State quarterly. Score shall reflect a minimum 90% satisfactory rate.
- 4). Contractor shall have interpreter for the needed language a minimum of 99% of the calls received by State agencies.

W. The State and Contractor shall follow this outlined Escalation process.

- 1). Contractor shall receive communication from the State through the following sources:
 - a). Contractor's Dedicated Account Manager to the State.
 - b). Contractor's Online "Voice of the Customer," reporting system
 - c). A toll-free technical support help desk manned by live representatives Monday through Friday 8 am – 6 pm Eastern Time zone.
- 2). Contractor shall provide confirmation to the State upon receipt of communication.
- 3). Contractor shall provide means to determine resolution within one business day of each reported incident.
 - a). Contractor shall forward communication received to appropriate manager to investigate with Interpreter Operations Manager, Interpreter Quality Manager, and Dedicated Account Manager
 - b). Interpreter Operations Manager or Interpreter Quality Manager investigates incident with Interpreter
 - c). The Manager and / or Senior Language Specialist work in conjunction with the Interpreter to identify improvement areas.
 - d). Contractor shall log comments made during a call to be addressed by each Contractor department with a role in solving the specific concern.
 - e). Contractor shall electronically log, and evaluate all State feedback by the Customer Service Manager and Director of Customer Services to monitor trends, make improvements to the service, develop new products, customize training, and adjust key measurements to ensure to meet the minimum requirements and metrics of this contract.
- 4). Contractor shall resolve issues within three (3) business days of confirmation of receipt sent to the State, when a response is requested. Some service issues may require additional time for analysis or testing.

X. Contractor shall accept the State's Purchasing Card as an optional form of payment. The Contractor shall accept any credit card-user handling fees associated with the acceptance of the State's Purchasing Card.

Y. Contractor shall provide Rapid Connect Method and a Live Call Agent method to access an Interpreter. State shall specify from Rapid Connect Method or Live Call Agent method at agency level during account set up.

2. Consideration

Contractor shall be paid, in arrears, as set forth on Exhibit C attached hereto and incorporated herein. The total remuneration under this Contract shall not exceed one million and zero cents (\$1,000,000.00).

3. Term

This Contract shall be effective for a period of twenty-four months (24) months. It shall commence on September 1, 2010 or date of final State approval, whichever is later, and shall terminate on August 31, 2012 or twenty four (24) months after date of final approval, whichever is later.

4. Access to Records

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this agreement. They shall make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the State or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the State if requested.

5. Assignment

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Audits

Following the expiration of this Contract, the Contractor shall arrange for a financial and compliance audit of funds provided by State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor's fiscal year. Contractor agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or Subsidiary Corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

7. Authority to Bind Contractor

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and certifies that this Contract is not subject to further acceptance by Contractor when accepted by the State of Indiana.

8. Changes in Work

In the event the State requires a major change in the scope, character or complexity of the work after the work has begun, adjustments in compensation to the Contractor shall be determined by the State in the exercise of its honest and reasonable judgment. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

9. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations there under after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated there under, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current or pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Contract and any supplements or amendments.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed is a material breach of this Contract and grounds for immediate termination of the Agreement and denial of further work with the State.

H. The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

I. As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

10. Condition of Payment

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state, or local statute, ordinance, rule or regulation.

11. Confidentiality of State Information

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers or other personal information maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) or personal information (as defined in IC 4-1-11-3) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

Attached hereto and incorporated herein by reference as Exhibit D is a copy of Contractor's internal privacy/confidential information policy. Contractor agrees to comply with such internal privacy/confidential information policy with regard to data, materials, and information disclosed or otherwise provided to Contractor by the State under the terms of this contract.

12. Continuity of Services: Deleted by mutual agreement.

13. Debarment and Suspension

A. The Contractor certifies that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this Contract and shall be solely responsible for any recoupments, paybacks and or penalties that might arise from non-compliance. Contractor shall immediately notify the State if any sub-contractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the sub-contractor for work to be performed under this Contract.

14. Default by State

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, then the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect all monies due up to and including the date of termination.

15. Disputes

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:
1. The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.
 2. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

16. Drug-Free Workplace Certification

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform it's employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

17. Employment Option – Deleted by Mutual Agreement.

18. Force Majeure

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.

19. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

20. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

21. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall **not** provide such indemnification to the Contractor.

22. Independent Contractor

Both parties hereto, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees

23. Information Technology Enterprise Architecture Requirements.

If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if Contractor fails to cure a breach of this provision within a reasonable time.

24. Insurance

A. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverage, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

3. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

5. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract.

The Contractor shall furnish a certificate of insurance and all endorsements to the undersigned State agency prior to the commencement of this Contract.

25. Key Person(s)

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

C. Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties.

The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are not applicable.

26. Licensing Standards

The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to pay the Contractor for any services performed when the Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification, or accreditation, the Contractor agrees to notify State immediately thereof and the State, at its option, may immediately terminate this Contract.

27. Merger & Modification

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

28. Minority and Women's Business Enterprises Compliance. The Contractor agrees to comply fully with the provisions of 25 IAC 5 and any participation plan that may have been submitted to the State.

The following MBE's and WBE's listed on the Minority and Women's Business Enterprises Division directory of certified firms will be participating in this Contract.

<u>MBE/WBE</u>	<u>PHONE</u>	<u>COMPANY NAME</u>	<u>SCOPE OF PRODUCTS and/or SERVICES</u>	<u>UTILIZATION DATE</u>	<u>AMOUNT</u>
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MBE 4% (317) 295-3032	PDA	Worldwide, Inc.	Promotional Items/Uniforms/Apparel 2010	WBE 4% (765) 825-3273	Advertising Services Promotional Products 2010-2011
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The Contractor agrees to submit a copy of the agreement entered into between the Contractor and each MBE/WBE subcontractor where the State took the selection of the MBE/WBE by the Contractor into consideration when issuing the procurement award. The copy of the agreement must be submitted to the MWBE Division in IDOA within ninety (90) days of the execution of the contract between the Contractor and the State. The Contractor also agrees to send all amendments, changes, and terminations to these agreements to the MWBE Division in IDOA within ninety (90) days of their execution. Failure to provide a copy of the agreement or subsequent amendment, change, and termination may result in exclusion from future State procurements. If the Contractor is not excluded from future procurements, the actions or inactions of the Contractor with regard to the above will be taken into account in all phases and scoring in future procurements. In addition, the Contractor must obtain the approval of the Division before changing any MBE/WBE participation plan submitted in connection with this Contract.

29. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law

("Protected Characteristics"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

30. Notices to Parties

Whenever any notice, statement or other communication is to be sent to the State or to the Contractor, it shall be sent to the following addresses unless otherwise specifically advised:

Notice to the Agency shall be sent to:

Roxie Coble
State of Indiana, Dept of Administration
402 W Washington St
W468
Indianapolis, IN 46204

Notice to the Contractor shall be sent to:

Joe Matthews
Language Line Services, Inc.
One Lower Ragsdale Dr.
Building Two
Monterey, CA 93940

Payment to the Contractor shall be sent to:

As required by IC 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by Contractor with the Auditor of State.

31. Order of Precedence

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) attachments prepared by the State, (3) RFP 9-82, (4) Contractor's response to RFP 9-82, and (5) attachments prepared by the Contractor. In the event of any conflict between the terms and conditions of this Contract and the provisions of any of the other documents identified in items (2), (3), (4) or (5) of the immediately preceding sentence, the terms and conditions of this Contract shall supersede and control.

32. Ownership of Documents and Materials

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the work product during the term of this Contract.

33. Payments

- A. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the

Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

- B. If Contractor is being paid in advance for the maintenance of equipment and/or software, pursuant to IC 4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

34. Penalties/Interest/Attorney's Fees

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, the Parties stipulate and agree that any liability resulting from the State of Indiana's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

35. Progress Reports

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

36. Renewal Option

This contract may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may be for one additional year for a limit of two renewals not be longer than the term of the original contract. Any provision for automatic renewal is void.

37. Security and Privacy of Health Information

The Contractor agrees to comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in all activities related to this Contract, to maintain compliance throughout the life of this Contract, to operate any systems used to fulfill the requirements of this Contract in full compliance with HIPAA and to take no action which adversely affects the State's HIPAA compliance

The parties acknowledge that the Department of Health and Human Services has issued the Final Rule, as amended from time to time, on the Standards for Privacy of Individually Identifiable Health Information, as required by HIPAA. To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Contractor covenants that it will appropriately safeguard Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by the Contractor in the course of its work under this Contract. The Contractor agrees to comply with applicable requirements of law relating to PHI with respect to any task or other activity it performs for the State as required by the final regulations.

38. Severability

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provision of this contract.

39. Substantial Performance

This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

40. Taxes

The State of Indiana is exempt from state, many federal and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this contract.

41. Termination for Convenience

This contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

42. Termination for Default

- A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this contract in whole or in part, if the Contractor **fails to**:
1. Correct or cure any breach of this contract;
 2. Deliver the supplies or perform the services within the time specified in this contract or any extension;
 3. Make progress so as to endanger performance of this contract; or
 4. Perform any of the other provisions of this contract.
- B. If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

43. Travel.

No expenses for travel will be reimbursed unless specifically permitted under the scope of the services or consideration provision. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-State travel requests must be reviewed by the State for

availability of funds and for appropriateness per Circular guidelines. (Financial Management Circular (2003-1)).

44. Waiver of Rights

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

45. Work Standards

The Contractor agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this contract, the State may request in writing the replacement of any or all such individuals and Contractor shall grant such request.

46. State Boilerplate Affirmation Clause

I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate contract clauses in any way except for the following clauses which are identified by name below:

17: Employment Option language deleted by mutual agreement.

25: No Key Persons cited

28: Addition of M/WBE participation information

30: Addition of Parties to Notice

31: Addition of RFP # to Order of Precedence

36: Addition of clarifying Renewal Option

NON-COLLUSION AND ACCEPTANCE

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

Signature: _____

Printed Name: Michael F Schmidt

Title: Chief Financial Officer

Date: 09/02/2010

State of Indiana Agency:

Signature: _____

Printed Name: Michael D. Valle

Title: Director

Date: 9/14/10

Indiana Office of Technology

Brian Arrowood, Chief Information Officer

Date: _____

Department of Administration

Robert D. Wynkoop, Commissioner

Date: 09/14/10

State Budget Agency

Adam Horst, Director

Date: 9-19-10

Office of the Attorney General

Elizabeth A. Brown for
Gregory Zoeller, Attorney General

Date: 9-27-10

Exhibit C

This pricing is effective for services rendered during business hours and for services rendered after business hours.

This pricing is independent of the volume of minutes used during the life of this contract.

Interpretation Services - Telephonic	
Spanish	\$0.84 per minute
All Other Languages	\$1.22 per minute

Exhibit D

HIPPA PRIVACY AGREEMENT

Interpreter may have access to or receive protected health information during the performance of Interpreter's duties. In accordance with existing Agreements the Interpreter has with LLS, Interpreter is required to keep all information obtained in the performance of duties for LLS in strict confidence, and is prohibited from disclosing confidential information to anyone, except in the performance of Interpreter's duties for LLS. The purpose of this Privacy Agreement is to comply with the Health Insurance Portability and Accountability Act ("HIPAA") and to reinforce and expand these confidentiality requirements to protected health information.

DEFINITIONS

- Health care means care, services, or supplies related to the health of an individual.
- Health care provider means a provider of services, a provider of medical or health services, and any other person or organization who furnishes, bills, or is paid for health care in the normal course of business.
- Health information means any information, whether oral or recorded in any form or medium, that:
 - (1) Is created or received by a health care provider, health plan, public health authority, employer, life insurer, school or university, or health care clearinghouse; and
 - (2) Relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual.

OBLIGATIONS AND ACTIVITIES OF INTERPRETER

1. Interpreter is permitted to use and disclosure protected health information only as necessary to provide services to LLS customers while on duty. Interpreter agrees that Interpreter will not use or disclose protected health information in a manner that would violate the requirements of this Agreement or the provisions of HIPAA.

Interpreter may use and disclose protected health information for the proper management and administration of LLS, or to carry out the legal responsibilities of LLS.

2. Interpreter agrees that he/she shall:

- (A) Not use or further disclose health information other than as permitted or required by Interpreter's agreement with LLS, while providing services for LLS, or as required by law;
- (B) Use appropriate safeguards to prevent the use, disclosure or misuse of health information;
- (C) Report to LLS any use, disclosure or misuse of health information not provided for by Interpreter's agreement with LLS;
- (D) Ensure that any agents, including a subcontractor, to whom Interpreter provides protected health information received from, or created or received by LLS agrees to the same restrictions and conditions that apply to the Interpreter with respect to such health information;
- (E) Make available to an individual protected health information about that individual in accordance with the law;

(F) Make available protected health information in order to allow an entity to amend or correct protected health information in accordance with the law;

(G) Make available the health information required to provide an accounting of disclosures made by a health plan, health care clearinghouse, or health care provider.

(H) Make its internal practices, books, and records relating to the use and disclosure of protected health information created or received by the Interpreter on behalf of LLS, available to the Secretary of Health and Human Services for purposes of determining compliance with HIPAA; and

(I) At termination of the Agreement between LLS and Interpreter, if feasible, return or destroy all protected health information created or received by the Interpreter on behalf of LLS that the Interpreter still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Privacy Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

3. Violation of a material term of this Privacy Agreement will result in immediate termination of your relationship with LLS.

Michael F Schmidt
Chief Financial Officer
Language Line Services, Inc

Please Print Name

Signature

9/2/10

Date

Infrastructure and Business Continuity

Language Line Services provides fully redundant systems at all levels of operation to provide customers with dependable, 24 / 7 / 365 interpretation services. Our primary operational center is located in Monterey, California, and we operate another fully redundant center in the Chicago area.

We duplicate all components critical for delivering telephone interpretation—including fiber access facilities, optical and T3/T1 multiplexers, PBX architecture, IVR platforms, CTI and Sun/Oracle databases—at both sites. During normal operation, the workload is managed through the Monterey center. In the event of an equipment malfunction or catastrophic event at the primary center, calls are easily routed to the alternate location. This system provides customers with 100% telecommunications and database redundancy. The business continuity plan outlining this process is well documented and tested regularly, to ensure personnel are prepared to act in the event of an emergency.

The infrastructure and business continuity plan represents a multi-million dollar investment in our facilities and a significant commitment to our customers. Our ability to provide uninterrupted access sets Language Line Services apart from other interpretation service providers whose interpreter networks are vulnerable to single points of failure. Unlike others in our industry, we can provide ongoing, uninterrupted service to our customers regardless of equipment malfunction, system maintenance/upgrades, or natural disasters.

Core components of the California and Illinois operational sites include the following:

- AT&T, and SBC provide voice and data connectivity via multiple T45 and T1 interfaces. T45/T1 multiplexers feature redundant power and CPU. Inbound voice services are managed in real-time at the network level via AT&T Routelt application.
- Call Center services are provided by an Avaya ACM3.0 in Enterprise ESS mode. This design of Avaya's flagship product features redundant communications servers and power supplies in California and Illinois. More than 100 separate DS1 interfaces provide connectivity to external (PSTN - Public Switched Telephone Network) and internal (interpretation centers, IVR, etc.) resources.
- Multiple 192-channel Avaya Conversant platforms provide IVR services. In normal operation, two IVRs are in production mode with a third available for standby. Redundant Avaya CT servers supply computer telephony services.
- Duplicated SUN Servers and Oracle Databases support production for the Language Line Services service delivery environment.
- Voice and data services for interpretation centers are supported via a Lucent PSAX Multiservice Media Gateway. Robust features include redundant power supplies, CPUs, Stratum Clock and key components.
- An emergency power plant supplies power for all key system components. UPS with diesel generator backup provides uninterrupted power to equipment and computer rooms, the call center, and critical HVAC.

In addition to the two main operations facilities, Language Line Services operates six interpretation centers. These centers are equipped with uninterruptible power supplies, consisting of both battery backup and diesel-powered generators. Language Line Services is able to continue to process calls and service customers regardless of natural disasters or emergency events.

Interpretation centers are interconnected with the domestic facilities via either the AT&T or Sprint international networks.

Core components of our interpretation centers include the following:

- Centers are supported by an Avaya Definity Communications System. This maximum availability design includes redundant processor complexes and power supplies. Agents within these sites participate in a unified, enterprise-wide ACD environment.
- Voice and data services for global centers are supported via a Lucent PSAX Multiservice Media Gateway. Robust features include redundant power supplies, CPUs, Stratum Clock and key components.
- An emergency power plant supplies power for all key system components. A UPS with diesel generator backup provides uninterrupted power to equipment and computer rooms, the call center, and critical HVAC.

The infrastructure and business continuity plans described above represent a multi-million dollar investment in our facilities and a significant commitment to our customers. Our ability to provide uninterrupted access sets Language Line Services apart from other interpretation service providers whose interpreter networks are vulnerable to single points of failure. Unlike others in our industry, we can provide ongoing, uninterrupted service to our customers regardless of equipment malfunction, system maintenance/upgrades, or natural disasters.